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3  
4 BILL NO. S-76-09- 40

5 SPECIAL ORDINANCE NO. S- 174-76

6 AN ORDINANCE approving a contract with  
7 Martin Enterprises, Inc., for the re-  
8 location of the Street Department  
Building.

9 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT  
10 WAYNE, INDIANA:

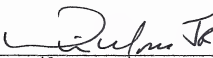
11 SECTION 1. That the contract dated September 22, 1976,  
12 between the City of Fort Wayne, by and through its Mayor and the  
13 Board of Public Works and Martin Enterprises, Inc., for:

14 Improvement by construction of concrete spread  
15 footings, construction of concrete entrance slabs  
16 and a reinforced concrete floor slab with trench  
17 drains, extension of combination sewers, re-erection  
18 of an Armco Metal Building construction of a pass-  
ageway between the re-erected building and an exist-  
ing warehouse, and peripheral grading the Building  
Re-Erection at the City Utilities Lafayette Complex.

19 TOTAL: \$89,720.00

20 for a total cost of \$89,720.00 to be paid from monies allocated  
21 from Street Bond Issue of 1975, all as more particularly set forth  
22 in said contract which is on file in the Office of the Board of  
23 Public Works and is by reference incorporated herein, made a part  
24 hereof and is hereby in all things ratified, confirmed and approv-  
25 ed.

26 SECTION 2. This Ordinance shall be in full force and  
27 effect from and after its passage and approval by the Mayor.  
28

29  
30   
Councilman

31  
32  
33 APPROVED AS TO FORM  
34 AND LEGALITY,  
35   
CITY ATTORNEY

Read the first time in full and on motion by Moses, seconded by Hinga, and duly adopted, read the second time by title and referred to the Committee on Public Works (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on \_\_\_\_\_, the day of \_\_\_\_\_, 1976, at \_\_\_\_\_ o'clock P.M., E.S.T.

DATE: 9-28-76

Charles W. Westerhaus  
CITY CLERK

Read the third time in full and on motion by Moses, seconded by Hinga, and duly adopted, placed on its passage.

PASSED [~~10-1~~] by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
TOTAL VOTES	<u>9</u>	<u>0</u>			
BURNS	<u>X</u>				
HINGA	<u>X</u>				
HUNTER	<u>X</u>				
MOSES	<u>X</u>				
NUCKOLS	<u>X</u>				
SCHMIDT, D.	<u>X</u>				
SCHIMDT, V.	<u>X</u>				
STIER	<u>X</u>				
TALARICO	<u>X</u>				

DATE: 10/1/76

Charles W. Westerhaus  
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (~~ZONING MAP~~) (~~GENERAL~~) (~~ANNEXATION~~) (~~SPECIAL~~) (~~APPROPRIATION~~)

ORDINANCE (~~RESOLUTION~~) No. S-174-76 on the 12th day of Oct., 1976.  
ATTEST: ( SEAL )

Charles W. Westerhaus  
CITY CLERK

James S. Stier  
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 13th day of October, 1976, at the hour of 11 o'clock A. M., E.S.T.

Charles W. Westerhaus  
CITY CLERK

Approved and signed by me this 14th day of October, 1976, at the hour of 3:00 o'clock \_\_\_\_\_ M., E.S.T.

Robert E. Armstrong  
MAYOR

Bill No. S-76-09-40

REPORT OF THE COMMITTEE ON PUBLIC WORKS

We, your Committee on Public Works to whom was referred an Ordinance  
approving a contract with Martin Enterprises, IN.c, for the relocation of  
the Street Department Building

have had said Ordinance under consideration and beg leave to report back to the Common  
Council that said Ordinance Do PASS.

Winfield C. Moses, Jr. - Chairman

Donald J. Schmidt - Vice-Chairman

Vivian G. Schmidt

Paul M. Burns

William T. Hinga

*W. C. Moses, Jr.*

*D. J. Schmidt*

*Vivian G. Schmidt*

*Paul M. Burns*

*William T. Hinga*

DATE 10-12-76 CONCURRED IN

\_\_\_\_\_  
CITY CLERK

# BID ANALYSIS SHEET

OBJECT Building Re-erection at the City Utilities Lafayette Complex

OFFICE OF CITY ENGINEER

DATE August 19, 1976

RES. NO. 5724-1976

MATERIAL

FORT WAYNE INDIANA

## CONTRACTORS

STREETS—ALLEYS—SIDEWALKS

QUAN UNIT MATERIAL

ESTIMATE

EXTENSION

Martin Enterprises, Inc.

John Dehner, Inc.

UNIT  
BID

TOTAL  
BID

UNIT  
BID

TOTAL  
BID

UNIT  
BID

TOTAL  
BID

UNIT  
BID

TOTAL  
BID

Lump Sum

The construction of conc.

spread footings, reinf. conc.

entrance slabs, reinf. conc.

floor slab, trench drain, the

extension of combination

sewers, the re-erection of

an armco metal bldg., con-

struction of a passageway,

and peripheral grading.

7.83% over

13.58% over

E. & I.

9,984.00

\$93,184.00

## CONTRACT

by and between

A copy of General Ordinance No. G-60-66, concerning discriminating in employment under municipal contracts, is attached and incorporated herein by reference.

The Contractor hereby expressly agrees to perform all the work in the prosecution of the above described improvement according to the terms and conditions of Improvement Resolution No. 5724-1976 the plans, profiles, specifications and the contractor's bid therefor on file in the office of the Department of Public Works of said City, which said resolution, profile, plans and specifications are made a part of this contract as fully and effectually as if copied herein at full length, (copies of which are attached hereto).

It is hereby agreed that no assignment of this contract shall be made without the written consent of the City; said Contractor hereby covenants and agrees that said improvement shall be finally \*\*Within 60 working days after contract is approved by City Council and in all respects completed on or before \*\*, 19\_\_\_\_ and the Contractor agrees to pay and give to the City, as liquidated damages, the sum of \$25.00 for each and every day after said

date \_\_\_\_\_, 19\_\_\_\_ until said work is finally completed and ready for acceptance by the City. It being also understood that in event of any conflict between this contract and the specifications, that the former shall be considered to contain the intention of the parties hereto.

It is further agreed by and between said parties, that the acceptance of the work provided for in this contract, or the payment therefor, for the whole or a part, shall not constitute a waiver on the part of the City of any of the provisions of the contract, nor shall it release said Contractor, or the sureties upon its bond for the faithful performance thereof, nor shall the acceptance be even prima facie evidence of the performance of any provisions of such contract except to the extent of entitling said Contractor to receive the price therefor. It is further understood that the failure of the City to exercise its right of inspection or rejection of material and work, or the exercise of such right shall not in any sense be considered an acceptance of any part of said work or material.

The Contractor further contracts and agrees that in the prosecution of said work all proper skill and care will be exercised, that said party will properly and fully guard all excavations and dangerous places, and will use all due and proper precautions to prevent injury to any property, person and persons, what or whomsoever. That for and during the period of the making of such improvement, and the period for which the same is to be maintained and kept in repair by the Contractor, the City shall be saved harmless from any and all liability whatsoever growing out of any injury or damage to property or persons because of any neglect or fault of the said Contractor, its agents or employees, in the execution of this contract or any matter connected therewith or related thereto and to pay any judgment with costs which may be obtained against said City, growing out of any such injury or damage.

To each of the conditions and stipulations in this contract, the undersigned bind themselves, their successors and assigns.

IN WITNESS WHEREOF, we the foregoing named parties hereunto set our hands this\_\_\_\_\_

day of \_\_\_\_\_, 19\_\_\_\_

MARTIN ENTERPRISES, INC.

BY: Tim Martin

ITS: Pres

Contractor, Party of the First Part.

City of Fort Wayne, By and Through:

Henry P. Weberberg  
Edward W. Luman  
Robert E. Cloninger  
Its Board of Public Works and Mayor.

APPROVED AS TO FORM AND LEGALITY

James J. Hume  
CITY ATTORNEY



# GUARANTY BOND

Know All Men by These Presents, That we \_\_\_\_\_

-----MARTIN ENTERPRISES, INC.-----Contractors

as principal, and-----

-----AMERICAN STATE INSURANCE COMPANY OF INDIANAPOLIS, INDIANA-----as surety

are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of EIGHTY-NINE THOUSAND  
SEVEN HUNDRED TWENTY DOLLARS AND NO CENTS-----

-----(\$89,720.00)

for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs,  
executors, administrators and assigns firmly by these presents.

The conditions of the above obligation are, that whereas the said-----

-----MARTIN ENTERPRISES, INC.-----

did on the-----day of-----

-----, enter into a contract with the City of Fort Wayne to construct a  
Building Re-Erection at the City Utilities Lafayette Complex Pavement

on XX  
Street from-----

-----according to certain plans and specifications, and  
also warranting and guaranteeing the work, for a period of three years  
material and condition of the pavement thereof as provided  
in aforesaid contract and specifications. Now if the said-----

-----MARTIN ENTERPRISES, INC.-----shall faithfully perform and fulfill all the require-  
ments of said warranty and guaranty, and make all repairs required under said guarantee, and in the  
manner provided for, then this bond to be null and void, otherwise to be in full force and effect.

WITNESS our hands and seals this 10 day of September, 1976

YASTE, ZENT & RYE, INC.  
Authorized Agents

BY: Arthur C. Zwick

MARTIN ENTERPRISES, INC. (SEAL)

BY: Tim Martz (SEAL)

AMERICAN STATES INSURANCE COMPANY

ITS: Gene S. Ross (SEAL)

Attorney-in-fact

Approved this 22 day of September, 1976

Henry P. Weinberg  
Ed. H. Sammar  
W. G. Scott

Board of Public Works.

APPROVED AS TO FORM AND LEGALITY

Timothy P. Brown  
CITY ATTORNEY

# LIABILITY BOND

Know All Men by These Presents, That we-----

-----MARTIN ENTERPRISES, INC.-----

as principal, and-----AMERICAN STATES INSURANCE COMPANY OF INDIANAPOLIS, INDIANA-----

as surety, are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of EIGHTY-NINE

THOUSAND SEVEN HUNDRED TWENTY DOLLARS AND NO CENTS-----

for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs, executors, administrators and assigns firmly by these presents.

-----(\$89,720.00)

The conditions of the above obligation are such, that if the above named party of the first part shall faithfully comply with the foregoing contract made and entered into the-----

day of-----, with the City of Fort Wayne, Indiana, and shall faithfully fulfill all the conditions and stipulations therein contained, except the warranty and guaranty of the pavement as to the workmanship, material and conditions for the period of three(3) years, according to the true intent and meaning thereof in all respects, then this obligation to be void, otherwise to be and remain in full force and virtue in law and in the event the said City shall extend the time for the completion of said work, such extension shall not in any way release the sureties on this bond.

WITNESS our hands and seals this 10 day of September, 1976

YASTE, ZENT, & RYE, INC.

Authorized Agents

BY William C. Finckh

MARTIN ENTERPRISES, INC. (SEAL)

BY: Tim Martin (SEAL)

AMERICAN STATES INSURANCE COMPANY

ITS: Jane I. Ross (SEAL)  
Attorney-in-fact

(SEAL)

Approved this 22 day of September, 1976

Henry P. Weinberg

Edward W. Parnell

May G. Scott  
Board of Public Works.

APPROVED AS TO FORM AND LEGALITY

Ray D. Brown  
Attorneys  
CITY ATTORNEY

COMPLETED IN STREET ENGINEERING DEPARTMENT

SEPTEMBER 8, 1976



Stanley S. Rieg, Jr.  
Assistant Secretary

## WAGE SCALE

NOTE: S-SKILLED  
SS-SEMI SKILLED  
US-UNSKILLED  
IF-INDUSTRIAL FUND  
PW-PER WEEK

We, the undersigned committee, being appointed to prepare a schedule of the prevailing wages to be paid in connection with ALL CONSTRUCTION AND MAINTENANCE PROJECTS AWARDED BY CONTRACT FOR THE BOARD OF WORKS, CITY OF FT. WAYNE, INDIANA, DURING THE MONTHS OF JULY, AUGUST AND SEPTEMBER 1976, in compliance with the provisions of CHAPTER # 319 of the acts of the GENERAL ASSEMBLY of INDIANA 1975, have established a schedule as hereinafter set forth for the following trades to wit:

## TRADES OR OCCUPATION

ASBESTOS WORKER

BOILERMAKER

BRICKLAYER

CARPENTER (BUILDING)  
(HIGHWAY)

CEMENT MASON

ELECTRICIAN

ELEVATOR CONSTRUCTOR

GLAZIER

IRON WORKER

LABORER (BUILDING)  
(HIGHWAY)  
(SEWER)

LATHER

MILLWRIGHT &amp; PILEDRIVER

OPERATING ENGINEER (BUILDING)  
(HIGHWAY)  
(SEWER)

PAINTER

PLASTER

PLUMBER &amp; STEAMFITTER

MOSAIC &amp; TERRAZZO GRINDER

ROOFER

WELDMETAL WORKER

WELDER (BUILDING)  
(HIGHWAY)

CLASS	RATE PER HR.	PMW	PEN	VAC	APP.	MISC.
S	11.40	35¢	55¢			3if
S	10.85	20	1.00		3¢	
S	9.29	30	25		1	
S	9.13		6%		5	2if
S	9.48	45	35		5	2if
S	8.70	40				
S	10.35	40	12+30		6	
S	9.66	49¢	32	8%	2	
S	8.35	12		20	4	23 holidays
S	10.20	65	80		1	2if
S-SS US	6.75-7.05	50	40		9	
S-SS-SS	6.70-6.85	67	40		8	
S-SS-SS	6.65-7.35	35	35		7	
S	8.20		25		1	3if
S	9.48		6%		5	2if
S-SS US	7.55-10.55	40	40		5	
S-SS-SS	7.46-8.70	40	40		7	
S-SS-SS	7.30-8.50	40	40		5	
S	8.25-9.25	37	35		10	6misc.
S	8.40	40				
S	10.05	35	65		7	4if
S	6.65-8.85					
S	9.45		10			
S	9.30	40	25		4	10if
S-SS US	7.30-8.30	18pm	10.00pm			
S-SS-SS	7.2-8.38	10.00pm	10.00pm			

IF ANY CLASSIFICATIONS ARE OMITTED IN THE ABOVE SCHEDULE, THE PREVAILING WAGE SCALE SHALL BE PAID. The above and foregoing shall be the minimum prevailing wage scale for this project to be paid by the wage scale committee, but in no way shall it prevent the contractor or sub-contractor from paying a higher rate of wages than set out in the schedule of wages in file.

WELDED 1 of July 1976

Wayne T. Kepler  
REPRESENTING GOVERNOR, STATE OF INDIANA.

James H. H. H.  
REPRESENTING THE AWARDED PARTY.

Frank M. P.  
REPRESENTING STATE A.F.L. C.I.O.

TITLE OF ORDINANCE SPECIAL ORDINANCE - Contract of Martin Enterprises, Inc.- Res. 5724-76

DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKS

*8-76-09-40*

SYNOPSIS OF ORDINANCE Contract of Martin Enterprises, Inc. in amount of \$89,720.00  
covers the re-erection of the Street Department Armco Metal Building into the Lafayette  
Complex. It also provides for construction of concrete footings, entrance slabs,  
floor, drains and sewer extension. Two bids were received as follows:

John Dehner, Inc, -----\$94,500.00

Martin Enterprises ----- 89,720.00

(TABULATION ATTACHED)

EFFECT OF PASSAGE Relocation of Street Department

EFFECT OF NON-PASSAGE No Street Department storage facility

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) \$89,720.00 to be paid from  
monies allocated from Street Bond Issue of 1975.

ASSIGNED TO COMMITTEE *Public Wks John*